



Travis County Commissioners Court Agenda Request

Meeting Date: September 11, 2012

Prepared By: Tim Pautsch **Phone #:** 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services

AB

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 3 Lots 2 & 3 Block I, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Gehan Homes Ltd., proposed to use this Cash Security Agreement, as follows: Avalon Phase 3 Lots 2 & 3 Block I, \$1,560.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services	TNR	854-7561
Stacey Scheffel	Permits Program Manager	TNR	854-7565

YS

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

TP:AB:tp

1101 - Development Services - Avalon Ph 3

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$1,560.00

SUBDIVISION: Avalon Phase 3
Address: 19305, 19309 Moorlynch Avenue
Lot: 2 and 3
Block: I

DATE OF POSTING: 8/20/12th

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

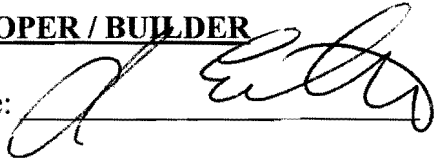
constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

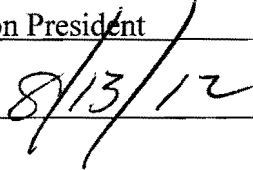
Signature: _____



Name: Justin Eicher

Title: Division President

Date: _____



ADDRESS OF DEVELOPER

Barton Creek Plaza III

3815 S. Capital of Texas Hwy., Suite 275

Austin, TX 78704

Phone: (512) 330-9366

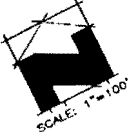
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

FINAL PLAT OF AVALON PHASE 3



Boundary Based
Texas State Plane Coordinate System
(Central Zone)
NAD 83(93)

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/ YELLOW PLASTIC CAP "CS, LTD"
▲	60-D NAIL FOUND
○	1-1/4" IRON PIPE FOUND
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.
- - - - -	SIDEWALK LOCATION

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	0°06'50"	330.00	49.56	49.52	S 67°36'28" W
C2	75°39'36"	25.00	33.01	30.67	S 33°50'05" W
C3	30°54'32"	360.00	184.21	181.86	S 11°27'33" W
C4	80°00'00"	25.00	39.27	35.36	S 33°15'50" W
C5	50°47'36"	285.00	234.92	227.31	S 52°52'02" W
C6	103°20'33"	50.00	60.18	78.45	N 78°38'30" E
C7	78°39'27"	15.00	20.07	11.61	N 10°51'50" W
C8	80°00'00"	15.00	23.56	21.21	N 72°28'14" E
C9	90°00'00"	25.00	39.27	35.36	S 17°31'46" E
C10	53°47'50"	360.00	336.02	325.74	S 00°34'19" W
C11	50°56'13"	10.00	8.90	8.61	S 09°56'30" E
C12	50°56'13"	10.00	8.90	8.61	S 09°56'30" E
C13	30°58'11"	10.00	8.90	8.61	S 14°48'42" E
C14	50°56'13"	10.00	8.90	8.61	S 14°48'42" E
C15	53°14'26"	300.00	276.77	268.84	S 07°17'37" W
C16	82°48'42"	25.00	36.13	33.07	N 53°08'31" W
C17	90°00'00"	25.00	39.27	35.36	N 17°31'46" W
C18	23°02'52"	360.00	144.81	143.84	N 15°56'48" E
C19	81°01'46"	25.00	35.36	32.48	N 44°56'15" E
C20	05°37'13"	300.00	28.43	29.42	S 66°21'40" W
C21	21°43'48"	25.00	40.04	35.50	N 64°56'49" W
C22	07°15'41"	360.00	45.62	45.59	N 22°41'46" W
C23	53°47'50"	300.00	281.68	271.45	N 00°34'19" E
C24	80°00'00"	25.00	39.27	35.36	N 72°28'14" E
C25	90°00'00"	25.00	39.27	35.36	S 56°44'10" E
C26	39°12'24"	300.00	205.29	201.30	S 07°52'02" W
C27	90°00'00"	25.00	39.27	35.36	S 72°28'14" W
C28	90°00'00"	15.00	23.56	21.21	S 73°14'48" W
C29	50°47'36"	215.00	190.80	184.42	N 52°52'02" E
C30	12°41'54"	285.00	58.71	58.59	S 71°55'03" W

CURVE TABLE

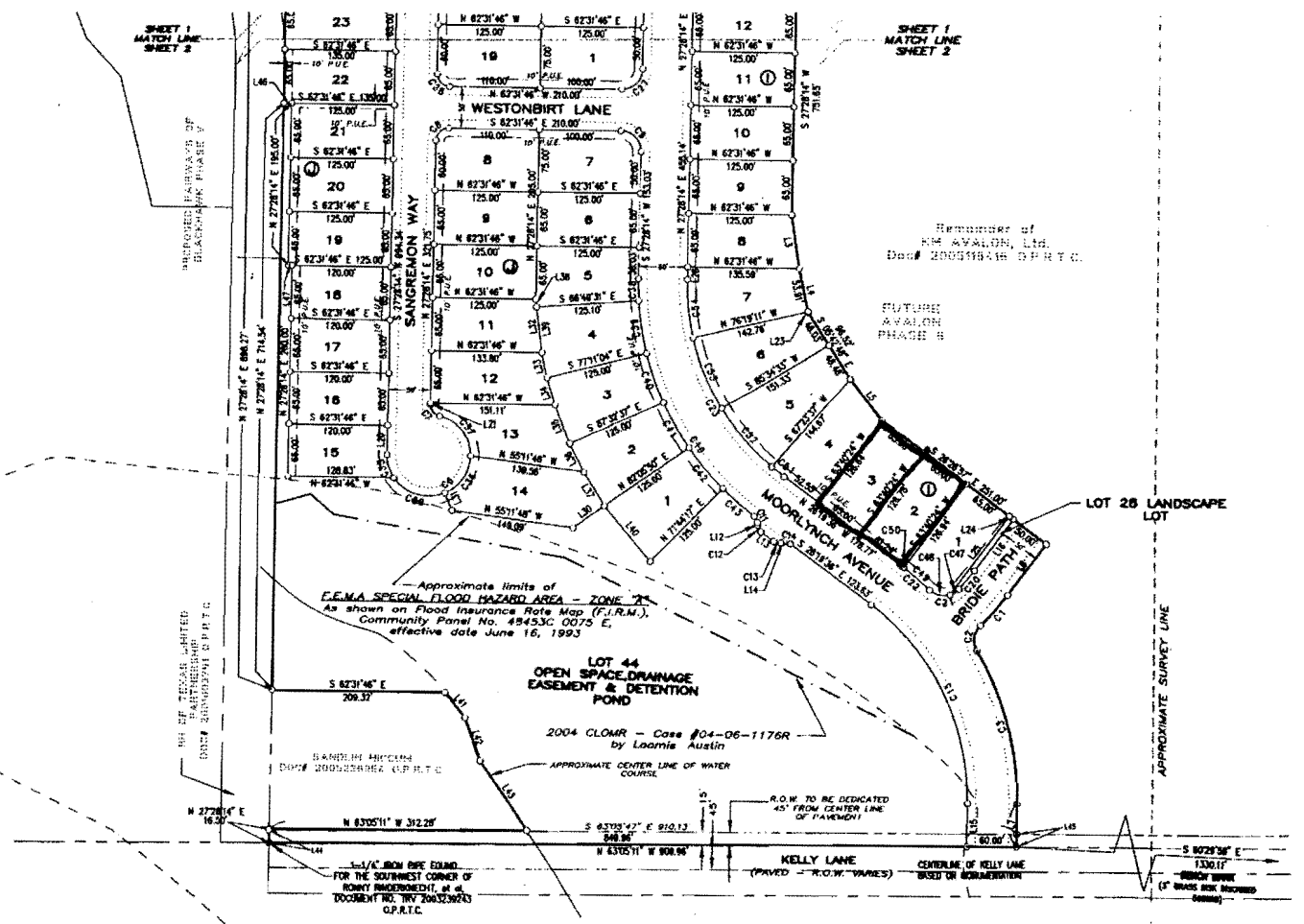
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C31	103°33'18"	285.00	48.82	48.75	S 60°17'36" W
C32	11°49'51"	285.00	54.69	54.60	S 46°06'11" W
C33	12°18'11"	285.00	56.90	56.79	S 37°02'20" W
C34	03°25'01"	285.00	15.80	15.80	S 29°10'44" W
C35	34°34'13"	50.00	30.17	28.71	S 10°11'08" W
C36	86°44'03"	50.00	58.74	58.74	N 20°15'19" W
C37	78°39'27"	50.00	65.80	62.02	N 10°51'30" W
C38	04°17'45"	360.00	26.99	26.98	S 25°19'22" W
C39	102°11'53"	360.00	65.06	65.00	S 17°59'43" W
C40	102°11'53"	360.00	65.06	65.00	S 07°36'10" W
C41	102°11'53"	360.00	65.06	65.00	S 02°43'23" E
C42	102°11'53"	360.00	65.09	65.00	S 13°04'56" E
C43	08°03'53"	360.00	50.67	50.83	N 26°01'59" W
C44	02°50'51"	360.00	17.80	17.89	N 26°02'48" E
C45	102°23'33"	360.00	65.59	65.50	N 19°24'12" E
C46	08°45'39"	360.00	61.33	61.25	N 08°18'11" E
C47	30°00'00"	25.00	13.08	12.84	S 84°10'18" W
C48	81°45'43"	25.00	26.95	25.86	N 49°58'47" W
C49	06°39'47"	360.00	41.86	41.84	N 22°23'48" W
C50	00°35'55"	360.00	3.76	3.76	N 26°01'59" W
C51	03°40'13"	300.00	18.48	18.48	N 24°28'09" W
C52	18°10'56"	300.00	65.20	64.80	N 13°30'55" W
C53	18°06'18"	300.00	94.79	94.40	N 04°37'41" E
C54	13°47'25"	300.00	72.21	72.03	N 20°34'31" E
C55	09°03'53"	300.00	47.46	47.41	S 07°12'14" E
C56	20°08'46"	300.00	105.49	104.34	S 07°24'08" W
C57	06°59'45"	300.00	52.34	52.27	S 22°28'22" W
C58	03°00'00"	215.00	156.65	154.36	N 40°40'44" E
C59	14°22'36"	215.00	53.85	53.81	N 71°04'32" E
C60	78°41'45"	50.00	68.68	63.40	S 46°28'51" E

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 11°44'10" W	31.53
L2	S 06°38'28" E	60.04
L3	S 18°13'06" W	65.86
L4	S 14°55'36" W	54.80
L5	S 09°58'13" E	85.24
L6	S 63°33'03" W	78.17
L7	S 26°54'49" W	51.87
L8	N 27°18'22" E	79.60
L9	N 27°18'05" E	47.10
L10	S 11°44'10" E	81.53
L11	S 78°15'50" W	34.82
L12	S 24°38'37" W	3.34
L13	S 26°19'38" E	19.86
L14	S 27°17'42" W	3.34
L15	S 26°54'49" W	51.87
L16	S 63°33'03" W	78.17
L17	N 78°15'50" E	34.82
L18	S 11°44'10" E	85.19
L19	S 11°44'10" E	50.00
L20	S 27°28'14" W	36.83
L21	N 27°28'14" E	1.75

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L22	S 08°52'56" E	12.82
L23	S 14°55'36" W	0.89
L24	S 26°26'57" E	6.00
L25	S 63°33'03" W	119.66
L26	N 27°28'14" E	15.14
L27	S 27°28'14" W	24.23
L28	N 27°28'14" E	14.34
L29	N 27°18'05" E	15.54
L30	S 82°05'50" W	46.57
L31	N 04°12'17" E	22.83
L32	S 19°45'36" W	65.58
L33	S 14°40'38" W	31.51
L34	S 10°42'04" W	35.79
L35	S 12°14'29" E	51.88
L36	S 07°08'54" W	39.07
L37	S 09°01'53" E	46.59
L38	S 19°45'36" W	9.48
L39	S 19°45'36" W	56.15
L40	S 13°04'56" E	87.57
L41	S 12°14'29" E	39.21
L42	S 07°11'01" W	55.48
L43	S 03°32'17" E	102.26
L44	N 26°15'52" E	15.32
L45	S 26°54'49" W	15.48
L46	S 82°31'48" E	10.00
L47	S 82°31'48" E	5.00



NO.	DATE	DESCRIPTION	SHEET
			2 OF 3